

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K2 Intelligence, LLC		02/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85200143	K2N	
Serial Number:	85200145	K2 GLOBAL NETWORK	
Serial Number:	85200147	K2O	
Serial Number:	85669225	K2 INTELLIGENCE	
Serial Number:	85673251	K2 INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	2125646083		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212(947)-7200		
Email:	jdougherty@nationalcorp.com		
Correspondent Name:	Joseph Dougherty		
Address Line 1:	National Corporate Research		
Address Line 2:	10 E 40th Street, 10th FL		
Address Line 4:	New York, NEW YORK 10016		

OP \$140.00 85200143

ATTORNEY DOCKET NUMBER:	N362958
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	02/19/2013
Total Attachments: 3 source=K2-2#page2.tif source=K2-2#page3.tif source=K2-2#page4.tif	

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, K2 INTELLIGENCE, LLC, a Delaware limited liability company (the "Grantor"), is obligated to BANK OF AMERICA, N. A. (the "Secured Party") under the Guarantee Agreement, dated as of February 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), by and among K2 Intelligence, Inc. (the "Borrower"), the Grantor, the other subsidiaries of the Borrower from time to time party thereto and the Secured Party. The Grantor is a party to the Security Agreement, dated as of February 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the Grantor, the other subsidiaries of the Borrower from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Bryant Park, New York, New York 10036.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 14<sup>th</sup> day of February 2013.

K2 INTELLIGENCE, LLC

By: 

Name:

Title:

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COUNTY OF NEW YORK

On the 15 day of February in the year 2013 before me, the undersigned, personally appeared James E. Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/his/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*  
Notary Public

### My Commission Expires:

July 3, 2014

SYLVIA VAZQUEZ  
Notary Public, State of New York  
No. 01548148935  
Qualified in Kings County  
Commission Expires July 3, 2014

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by K2 Intelligence, LLC  
Dated as of February 14, 2013

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
K2N	85200143	December 16, 2010
K2 Global Network	85200145	December 16, 2010
K2O	85200147	December 16, 2010
K2 INTELLIGENCE	85669225	July 5, 2012
K2 INTELLIGENCE (Logo)	85673251	July 10, 2012

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